

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
WESTERN DIVISION**

RENE CROSS CONSTRUCTION, INC.

PLAINTIFF

vs

CAUSE NO. 5:13-cv-00024-DCB-MTP

**PREMIER GAMING GROUP, INC.,
BLADE CONSTRUCTION, LLC, and
FOXCOR, INC.**

DEFENDANTS

**ANSWER AND AFFIRMATIVE DEFENSES OF BLADE CONSTRUCTION
TO PLAINTIFF'S FIRST AMENDED COMPLAINT**

Defendant, Blade Construction, LLC, responds as follows to the First Amended
Complaint of Plaintiff:

FIRST DEFENSE

I.

This defendant is without sufficient information to form a belief as to the truth or
falsity of the residency allegations of Plaintiff Rene Cross Construction; therefore such
claims are denied.

II.

This defendant is without sufficient information as to form a belief as to the truth
or falsity of the residency or service allegations, therefore such is denied.

III.

This defendant is without sufficient information to form a belief as to the truth or falsity of the corporate organization and residency allegations of Foxcor, Inc. therefore claims contained in the paragraph are denied.

IV.

Blade Construction, LLC admits it is registered to do business in Mississippi and denies the remainder of the paragraph.

V.

Defendant Blade is without sufficient knowledge to determine the allegations and therefore the entirety of this paragraph is denied.

VI.

Defendant Blade is without sufficient knowledge concerning the allegations and therefore the entirety of this paragraph is denied.

VII.

Defendant Blade is without sufficient knowledge to concerning the allegations and therefore the entirety of this paragraph is denied.

VIII.

Denied in its entirety except that Blade Construction, LLC performed proper construction work.

IX.

Denied in its entirety except that this defendant performed proper construction work.

X.

Blade Construction, LLC is without knowledge and denies.

XI.

Blade Construction, LLC incorporates its answers to the allegations of paragraphs I – X.

XII.

Denied as to any allegations relative to Blade Construction, LLC, is without sufficient information concerning the allegations and therefore denies.

XIII.

Denied except that Blade Construction, LLC performed proper construction work.

XIV.

Denied except that Blade Construction, LLC performed proper construction work.

XV.

Blade Construction, LLC incorporates its answers to the allegations of paragraphs I – XIV.

XVI.

Denied except that Blade Construction, LLC performed proper construction work.

XVII.

Denied.

XVIII

Denied as to any allegations concerning this defendant.

XIX.

Denied as to any allegations concerning this defendant.

XX.

Denied.

XXI.

Blade Construction, LLC incorporates its answers to the allegations of paragraphs I – XX.

XXII.

Blade Construction denies any allegations relative to work it performed.

XXIII.

Blade Construction denies any allegations relative to work it performed.

XXIV.

Denied.

XXV.

Blade Construction, LLC denies any allegations relative to work it performed.

XXVI.

Blade Construction denies any allegations relative to work it performed.

XXVII.

Denied.

XXVIII.

Blade Construction, LLC incorporates its answers to the allegations of paragraphs I – XXVII.

XXIX.

Denied as to Blade Construction and any work it performed.

XXX.

Denied as to any work this defendant performed.

XXXI.

Denied as to any work this defendant performed

XXXII.

Denied as to any work this defendant performed.

XXXIII.

Denied.

XXXIV.

Denied.

XXXV.

Denied.

XXXVI.

Denied.

XXXVII.

Denied.

To the extent the paragraph “WHEREFORE, PREMISES CONSIDERED” contains any allegations, those allegations are denied. Blade Construction, LLC denies the Plaintiff is entitled to any of the relief sought.

SECOND DEFENSE

Plaintiff is estopped from making any claims against Blade Construction, LLC.

THIRD DEFENSE

Plaintiff waived any claims against Blade Construction, LLC.

FOURTH DEFENSE

All or part of Plaintiff's claim may be barred because the Plaintiff failed to mitigate its damages.

FIFTH DEFENSE

The allegations containing damages allegedly suffered by the Plaintiff, if any, were the result of the acts, omissions or negligence of others.

SIXTH DEFENSE

Blade Construction, LLC denies that a duty was owed or breached.

SEVENTH DEFENSE

The Plaintiff is not entitled to lost profits.

EIGHTH DEFENSE

The Plaintiff's alleged damages proximately resulted from an intervening or superseding cause or conduct on their part or that of a party(ies) other than Blade Construction, LLC.

NINTH DEFENSE

Blade Construction, LLC is entitled to set-off and/or contribution.

TENTH DEFENSE

The Plaintiff is not entitled to any damages because it abandoned the contract.

ELEVENTH DEFENSE

Blade Construction, LLC did not act with malice.

TWELFTH DEFENSE

Blade Construction, LLC did not act willfully with the intent of causing damage to the Plaintiff.

THIRTEENTH DEFENSE

Blade Construction, LLC claims the benefit of any and all statutes, other rules or regulations, and any and all case law construing such statutes, rules or regulations which may be applicable to the claims, causes of action or defenses in this case and specifically states, holds and reserves any and all rights to bring counter action against the complaining party(ies) .

Blade Construction, LLC requests this Court to enter an order dismissing it with prejudice from this case as Complaint fails to state a cause upon which relief can be granted.

FOURTEENTH DEFENSE

Any injury suffered by the Plaintiff arising from the alleged facts complained of in his Complaint were proximately caused and/or aggravated by a superseding, intervening event or events.

FIFTEENTH DEFENSE

To the extent applicable, the Defendant pleads the equitable doctrines of laches, waiver, estoppel, release, res judicata and unclean hands.

SIXTEENTH DEFENSE

The plaintiff comes to the Court with unclean hands or in a state of *in pari delicto* and is thus barred from recovery.

SEVENTEENTH DEFENSE

This Defendant hereby preserves the right to raise all such other and/or further affirmative defenses as may be appropriate in the premises.

REQUEST FOR JURY TRIAL

Defendant Blade Construction, LLC hereby requests trial by jury as is its inviolate right under the terms of the Constitution of the United States of America and the State of Mississippi.

THIS, the 10th day of May, 2013.

Respectfully submitted,

BLADE CONSTRUCTION, LLC

BY: /s/ Bobby Moak
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**OF COUNSEL FOR
DEFENDANT, BLADE
CONSTRUCTION, LLC**

CERTIFICATE OF SERVICE

I do hereby certify that I have this day electronically filed the foregoing using the Court's ECF system, which sent electronic notification of such filing to:

Michael P. Cavanaugh
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Biloxi, MS 39533

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This the 10th day of May, 2013.

/s/ Bobby Moak
BOBBY MOAK

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